

**ORDER 2021-93  
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA), LLC d/b/a RISING STAR CASINO  
RESORT  
21-RR-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

**APPROVED**

---

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 25<sup>th</sup> DAY OF MAY, 2021.**

**THE INDIANA GAMING COMMISSION:**



---

Michael B. McMains, Chair

ATTEST:



---

Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
 ) **SETTLEMENT**  
**GAMING ENTERTAINMENT (INDIANA), ) 21-RR-02**  
**LLC d/b/a RISING STAR CASINO RESORT )**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Gaming Entertainment (Indiana), LLC d/b/a Rising Star Casino Resort (“Rising Star”) (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

**FINDINGS OF FACT**

**COUNT I**

1. 68 IAC 11-3-6 provides the procedures for the soft count process.
2. On January 10, 2021, Surveillance notified Gaming Agents that a bill validator (“BV”) was not counted during the drop process and was left in the drop cart in soft count. The BV box was later found in the man trap in the level one drop cart. Revenue Audit should have noticed that this BV box had not been counted but it was not identified. A review of surveillance coverage of the soft count process on January 8, 2021 determined that the BV box was dropped but not counted.

**COUNT II**

3. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
4. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
5. Rising Star’s approved internal control procedures, Section 3-14(4), describe the procedures for Child Support Intercept Process.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (“CSADR”) for February 2021. The results of this audit were that one (1) individual was not searched in the CSADR at the time a taxable jackpot was won.

### COUNT III

7. 68 IAC 6-1-1 provides an excluded person is prohibited from entering gaming areas and a casino licensee or operating agent must evict any excluded person from its gaming area if the casino licensee or operating agent knows or reasonably should know that the person is an excluded person.
8. On January 13, 2021, Gaming Agents conducted an audit of the statewide exclusion list.
9. On December 1, 2020, the Commission's Deputy General Counsel sent a list of newly statewide excluded patrons to the casinos; however, Rising Star failed to flag three (3) of the excluded patrons. The email correspondence for these three (3) patrons was sent on April 9, 2020 to three (3) Rising Star licensee's, including the Director of Security.
10. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
11. Rising Star's approved internal controls, Section 13, provide the procedures for sports wagering.
12. On February 17, 2021, the Commission's Sports Wagering Division conducted a prohibited participant audit. The audit found that Rising Star failed to provide an updated list of statewide exclusion participants to Bet America, Rising Star's sports wagering mobile partner. The statewide exclusion list was sent to Bet America on July 10, 2020; however, Rising Star failed to send the December 1, 2020 statewide exclusion list to Bet America containing twenty-one (21) names. The email correspondence was sent by the Commission on December 1, 2020 and was sent to multiple Rising Star licensees, including the Director of Security and General Manager.

### COUNT IV

13. 68 IAC 15-13-2 provides the casino shall submit policies and procedures for manually paid jackpots.
14. Rising Star's approved internal control procedures, 3-14, describe the procedures for manually paid jackpots.
15. On February 6, 2021, a Slot Shift Manager notified Gaming Agents that a Slot Attendant failed to have a second verifier present for a jackpot in the amount of \$1,250.
16. On February 13, 2021, Surveillance notified Gaming Agents that a Slot Attendant failed to notify Surveillance before resetting an electronic gaming device ("EGD") after processing a \$5,000 jackpot.

17. On March 5, 2021, Surveillance notified Gaming Agents that a Slot Attendant failed to notify Surveillance before resetting an EGD after processing a \$5,057.07 jackpot.

#### COUNT V

18. 68 IAC 12-1-9(a)(2) provides surveillance equipment that is out of service due to malfunction must be repaired within twenty-four (24) hours.
19. On January 16, 2021, a surveillance camera providing an overview of table games was not repaired within twenty-four (24) hours. The surveillance camera was out approximately forty-nine (49) hours.
20. On January 31, 2021, a surveillance camera providing coverage on a bank of EGDs was not repaired within twenty-four (24) hours. The surveillance camera was out approximately forty-six (46) hours.
22. On February 15, 2021, a surveillance camera providing coverage on the lounge and EGDs was not repaired within twenty-four (24) hours. The surveillance camera was out approximately fifty-one (51) hours.

#### TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Rising Star by and through its Agents as described herein constitute a breach of IC 4-33, IC 4-38, the Emergency Rules for Sports Wagering, 68 IAC and/or Rising Star's approved internal control procedures. The Commission and Rising Star hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Rising Star.

Rising Star shall pay to the Commission a total of \$14,500 (\$1,500 for Count I, \$1,000 for Count II, \$6,000 for Count III, \$3,000 for Count III and \$3,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the findings of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Rising Star agrees to promptly remit payment in the amount of \$14,500 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or

referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Rising Star.

IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.

\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

  
\_\_\_\_\_  
Angelika Truebner-Webb, General Manager  
Gaming Entertainment (Indiana), LLC

\_\_\_\_\_  
Date

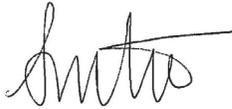
5/18/21  
\_\_\_\_\_  
Date

referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Rising Star.

IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
Angelika Truebner-Webb, General Manager  
Gaming Entertainment (Indiana), LLC

5/24/21

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date